IN THE HIGH COURT OF JUDICATURE AT MADRAS

DATED: 17.12.2007

CORAM

THE HON'BLE MR.JUSTICE M.JAICHANDREN

Writ Petition No.19479 of 1999

R.Dharmakrishnan .. Petitioner

vs.

1. Commissioner,
   Hindu Religious and Charitable
   Endowments, Chennai-34

2. The Deputy Commissioner,
   Hindu Religious and Charitable
   Endowments,
   Salem

3. Executive Officer,
   Arulmighu Vellaipillaiyar Thirukoil
   Attur Town 636 102 Salem District .. Respondents

This writ petition is filed under Article 226 of the Constitution of India praying for the issuance of a Writ of Certiorari to call for the records pertaining to the order passed by the third respondent in his proceedings No.Nil, dated 23.11.1999 and quash the same.

For petitioner : Mr.S.Mani
For respondents : Mr.T.Chandrasekaran
Special Government Pleader

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O R D E R

Heard Mr.S.Mani the learned counsel appearing for the petitioner and Mr.T.Chandrasekaran, the learned Special Government Pleader appearing for the respondents.

2. It is stated by the petitioner that he had taken a vacant site in door No.560-A, from the third respondent, on ground rent basis, in the year, 1974. After taking the said site on lease, the petitioner had constructed a building for the purpose of Aluminium Lathe Works. The

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petitioner has also got the electricity service connection of 50 H.P., through service connection Nos.464-B, 465-B and 388-B. Though the petitioner has been paying the rent regularly, the respondents had raised the rent for the vacant site to Rs.51,530/- per month. A demand notice, dated 23.11.1999, had been issued to the petitioner directing him to pay a sum of Rs.4,51,440/- being the rent from 1.3.1999 to 31.10.1999.

3. The main contention of the writ petitioner is that no notice had been served on him before the impugned proceedings had been issued.

4. The learned counsel appearing for the respondents had submitted that the amount demanded as rent from the petitioner is only in accordance with law and the rent is to be paid based on the contract entered into between the petitioner and the respondents. If the petitioner is aggrieved by the demand made by the respondents, it is open to him to challenge the same invoking alternative remedies provided under The Tamil Nadu Hindu Religious and Charitable Endowments Act, 1959. He has also placed before this Court a decision of the First Bench of this Court, dated 21.4.2005, made in W.A.No.549 of 2005, wherein it has been held as follows:

> "This writ petition has been filed against the impugned interim order of the learned single Judge dated 1.4.2005. Heard the learned counsel for the appellant.
>
> 2. The writ petition was filed challenging the demand notice dated 16.1.2005 by which the respondent No.1 demanded enhanced rent from the appellant.
>
> 3. The appellant is the President of the Lions Club of South Madras. It seems that a lease deed was executed on 22.11.1966 between the Executive Officer of Sri Marundeeswarar Temple, Thiruvanmiyur, Saidapet Taluk and the Lions Club of South Madras represented by its President for lease of ten grounds of land of the temple and this was used by the Lions Club for setting up a charitable dispensary. Pursuant to the said lease possession was given up to the Lions Club of the land.
>
> 4. It is alleged by the appellant that by his demand letter dated 16.1.2005 the Executive Officer of the temple is now demanding exorbitant rent, failing payment of which he has threatened legal proceedings and eviction proceedings. In our opinion, if the landlord is demanding exorbitant rent which the tenant is unwilling or unable to pay, then unless the tenant has the protection of the Rent Control Act or some other statute, the tenant will have to vacate the property because that property does not belong to him.

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Such matters are purely contractual, unless some statutory protection is provided for. In the present case there is no statutory protection at all for the appellant and hence if he is unwilling to pay the rent demanded by the landlord he has to vacate.

5. The matter is purely in the realm of contract and at any event writ jurisdiction is not the proper remedy. The writ appeal is dismissed. Consequently, WAMP.No.1605 of 2005 is also dismissed. No costs."

5. Considering the submissions made by the learned counsels appearing on behalf of the parties concerned and in view of the decision of the First Bench of this Court, dated 21.4.2005, made in W.A.No.549 of 2005, the writ petition is dismissed, making it clear that it is open to the petitioner to avail the alternative remedies as provided under law, if any. No costs.

Sd/
Asst.Registrar

/true copy/

Sub Asst.Registrar

To:

1. Commissioner,
   Hindu Religious and Charitable
   Endowments, Chennai-34

2. The Deputy Commissioner,
   Hindu Religious and Charitable
   Endowments,
   Salem

3. Executive Officer,
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   Attur Town 636 102 Salem District

1 cc To Mr.S.Mani, Advocate, SR.74572.
1 cc To The Government Pleader, SR.74564.

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RVL 09.01.2008

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